

NOTICE TO OFFERORS

F64133-00-R0012

**MAINTAIN AIRFIELD MARKINGS/RUBBER AND PAINT REMOVAL,
ANDERSEN AFB, GUAM
PROJECT NO. AJJY 00-7000**

SOLICITATION DOCUMENTS **ENCLOSED**

ISSUE DATE: 25 JULY 2000

SITE VISIT: 08 AUG 2000 (SEE SECTION L-125(b)(d))

SOLICITATION CLOSING DATE: 23 AUG 2000, 4:00 P.M. (See SF 1442, Block 13 A)

SOLICITATION FEE: NONE – Solicitation available electronically via <http://www.eps.gov>

CONTRACT TYPE: Indefinite Delivery Indefinite Quantity (IDIQ)

A proposal must consist of all the following completed documents in order to be considered responsive:

- SF 1442**
- Section B – Pricing Schedule**
- Section B-1 – Small Disadvantaged Business Utilization**
- Bid Bond (20% of Guarantee Amount)**
- Section K – Representations and Certifications**
- Experience Listing (Last 3 Years)**

Questions submitted after close of business on 16 Aug 2000 may not be answered prior to Request for Proposal closing. All questions must be in writing. (See section L-703c)

In accordance with DFARS 252.222-7005 titled Prohibition on Use of Nonimmigrant Aliens – Guam, the work required by this contract shall not be performed by an alien who is issued a visa or otherwise provided nonimmigrant status under Section 101(a)(15)(H)(ii) of the Immigration and Nationality Act (8 U.S.C 1101(a)(15)(H)(ii)). This prohibition does not apply to the performance of work by lawfully admitted citizens of the freely associated states of the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau (See Section I, clause No. IA-242.)

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER F64133-00-R0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 25 July 00	PAGE OF PAGES 1 OF 45	
IMPORTANT - The 'offer' section on the reverse must be fully completed by the offeror.					
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER FQ524001180200	6. PROJECT NUMBER/TITLE AJJY 00-7000 Maintain Airfield Markings/Rubber and Paint Removal, Andersen AFB, Guam			
7. ISSUED BY 36th CONS/LGCA (CONTRACTING SQ) UNIT 14040 APO AP 96543-4040	CODE	8. ADDRESS OFFER TO 36th CONS/LGCA (CONTRACTING SQ) UNIT 14040 APO AP 96543-4040 DO: C20 SIC CODE: 1611 SIZE STD: \$17 MILLION			
9. FOR INFORMATION CALL:	A. NAME BUYER: SSgt Nancy Alessandrini nancy.alessandrini@andersen.af.mil		B. TELEPHONE NO. (Include area code)(NO COLLECT CALLS) Tel: (671) 366-2357 Fax: (671)366-3242		
SOLICITATION					
NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)					
SEE SCHEDULE THIS ACQUISITION IS SUBJECT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND IS UNRESTRICTED. THE MAGNITUDE OF CONSTRUCTION IS BETWEEN \$1 Million AND \$5 Million. ENTER PRICES IN SECTION B USE TYPEWRITER OR BLACK INK THIS ACQUISITION IS UNRESTRICTED					
TABLE OF CONTENTS					
Part I - The Schedule		Part II - Contract Clauses			
*	A	Standard Form - 1442	*	I	Contract Clauses
*	B	Bid Schedule	Part III - List of Documents, Exhibits and Other Attachments		
*	C	Description/Specifications	*	J	List of Attachments
*	D	Packaging and Marking	Part IV - Representations and Instructions		
*	E	Inspection and Acceptance	**	K	Representations, Certifications and Other Statements of Offerors
*	F	Deliveries or Performance	**	L	Instructions, Conditions and Notices to Offerors
*	G	Contract Administration Data	**	M	Evaluation Factors for Award
*	H	Special Contract Requirements			
* Section is included in both the solicitation and contract ** Section is included in the solicitation only					
11. The Contractor shall begin performance within ____ calendar days & complete it within ____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (* - See I-100 - FAR Clause 52.211-10)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If 'YES,' indicate within how many days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					12B. CALENDAR DAYS 21
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
A. Sealed offers in original and <u>one</u> copies to perform the work required are due at the place specified in item 8 by 4:00 P.M. LOCAL TIME 23 Aug 00. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number and the date and time offers are due.					
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.					
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation full text or by reference.					
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include are code)	
		16. REMITTANCE ADDRESS (Include only if different than item 14)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirements stated in Item 13D. Failure to insert any number means offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (1 COPY UNLESS OTHERWISE SPECIFIED)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()
26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
36 th CONS/LGCA UNIT 14040 APO AP 96543-4040	DFAS-HONOLULU ATTN: DFAS-PC/FPVF(AIR FORCE VENDOR PAY SECTION) BLDG 77, BOX 1392, FORD ISLAND PEARL HARBOR, HI 96860-7554

CONTRACTING OFFICE WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all work requisitions identified on this form & any continuation sheets for the consideration stated in this contract. The rights & obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitations, & (c) the clauses, representations, certifications, & specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

PART I - THE SCHEDULE
SECTION B
PRICING SCHEDULE

BASIC YEAR					
<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
0001	Remove rubber deposits with approved chemical at a rate 55 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
0002	Remove rubber deposits with approved chemical at a rate 30 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
0003	Remove rubber deposits with approved chemical at a rate 20 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
0004	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or orange or red TT-P-1952 paint and reflective media TT-B-1325, Type III, per Section 02761 of the specifications.	60,000	SF	\$	\$
0005	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement markings and/or stripings with reflectorized white or yellow or red TT-P-1952 paint and reflective media TT-B-1325, Type I, per Section 02761 of specifications.	40,000	SF	\$	\$
0006	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement markings and/or stripings with non-reflectorized white or yellow or red TT-P-1952 paint per Section 02761 of the specifications.	5,000	SF	\$	\$

<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
0007	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and stripings with black TT-P110 paint per Section 02761 of the specifications.	3,000	SF	\$	\$
0008	Cost of reflectorized paint markings of letters and numbers.	2,000	SF	\$	\$
0009	Cost of non-reflectorized paint markings of letters and numbers.	3,000	SF	\$	\$
0010	Removal of paint containing lead by eradication. Lead content was tested below the acceptable regulatory level of 5 m/l limit	10,000	SF	\$	\$
0011	Rout and clean joints and cranks on airfield pavement of a maximum of 1/2" wide.	1,000	LF	\$	\$
0012	Apply epoxy grout on routed joints and cracks on airfield pavements.	1,000	LF	\$	\$
0013	Clean and repair spalls damage on airfield pavements.	1,000	SF	\$	\$
0014	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with reflectorized paint and reflective media.	15,000	SF	\$	\$
0015	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with non-reflectorized paint.	10,000	SF	\$	\$
	TOTAL LINE ITEMS 0001 THRU 0015 FOR BASIC YEAR			TOTAL	\$

OPTION YEAR ONE					
<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
1001	Remove rubber deposits with approved chemical at a rate 55 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
1002	Remove rubber deposits with approved chemical at a rate 30 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
1003	Remove rubber deposits with approved chemical at a rate 20 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
1004	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or orange or red TT-P-1952 paint and reflective media TT-B-1325, Type III, per Section 02761 of the specifications.	60,000	SF	\$	\$
1005	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or red TT-P-1952 paint and reflective media TT-B-1325, Type I, per Section 02761 of the specifications.	40,000	SF	\$	\$
1006	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with non-reflectorized white or yellow or red TT-P-1952 paint per Section 02761 of the specifications.	5,000	SF	\$	\$
1007	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and stripings with black TT-P-110 paint per Section 02761 of the specifications.	3,000	SF	\$	\$

<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
1008	Cost of reflectorized paint markings of letters and numbers.	2,000	SF	\$	\$
1009	Cost of non-reflectorized paint markings of letters and numbers.	3,000	SF	\$	\$
1010	Removal of paint containing lead by eradication. Lead content was tested below the acceptable regulatory level of 5m/l limit.	10,000	SF	\$	\$
1011	Rout and clean joints and cracks on airfield pavement to a maximum of ½" wide.	1,000	LF	\$	\$
1012	Apply epoxy grout on routed joints and cracks on airfield pavements.	1,000	SF	\$	\$
1013	Clean and repair spalls damage on airfield pavements.	1,000	SF	\$	\$
1014	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with reflectorized paint and reflective media.	15,000	SF	\$	\$
1015	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with non-reflectorized paint.	10,000	SF	\$	\$
	TOTAL LINE ITEMS 1001 THRU 1015 FOR OPTION YEAR ONE			TOTAL	\$

OPTION YEAR TWO					
<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
2001	Remove rubber deposits with approved chemical at a rate 55 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
2002	Remove rubber deposits with approved chemical at a rate 30 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
2003	Remove rubber deposits with approved chemical at a rate 20 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
2004	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or orange or red TT-P-1952 paint and reflective media TT-B-1325, Type III, per Section 02761 of the specifications.	60,000	SF	\$	\$
2005	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or red TT-P-1952 paint and reflective media TT-B-1325, Type I, per Section 02761 of the specifications.	40,000	SF	\$	\$
2006	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with non-reflectorized white or yellow or red TT-P-1952 paint per Section 02761 of the specifications.	5,000	SF	\$	\$
2007	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and stripings with black TT-P-110 paint per Section 02761 of the specifications.	3,000	SF	\$	\$

<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
2008	Cost of reflectorized paint markings of letters and numbers.	2,000	SF	\$	\$
2009	Cost of non-reflectorized paint markings of letters and numbers.	3,000	SF	\$	\$
2010	Removal of paint containing lead by eradication. Lead content was tested below the acceptable regulatory level of 5m/l limit.	10,000	SF	\$	\$
2011	Rout and clean joints and cracks on airfield pavement to a maximum of 1/2" wide.	1,000	LF	\$	\$
2012	Apply epoxy grout on routed joints and cracks on airfield pavements.	1,000	SF	\$	\$
2013	Clean and repair spalls damage on airfield pavements.	1,000	SF	\$	\$
2014	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with reflectorized paint and reflective media.	15,000	SF	\$	\$
2015	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with non-reflectorized paint.	10,000	SF	\$	\$
	TOTAL LINE ITEMS 2001 THRU 2015 FOR OPTION YEAR TWO			TOTAL	\$

OPTION YEAR THREE					
<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
3001	Remove rubber deposits with approved chemical at a rate 55 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
3002	Remove rubber deposits with approved chemical at a rate 30 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
3003	Remove rubber deposits with approved chemical at a rate 20 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
3004	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or orange or red TT-P-1952 paint and reflective media TT-B-1325, Type III, per Section 02761 of the specifications.	60,000	SF	\$	\$
3005	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or red TT-P-1952 paint and reflective media TT-B-1325, Type I, per Section 02761 of the specifications.	40,000	SF	\$	\$
3006	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with non-reflectorized white or yellow or red TT-P-1952 paint per Section 02761 of the specifications.	5,000	SF	\$	\$
3007	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and stripings with black TT-P-110 paint per Section 02761 of the specifications.	3,000	SF	\$	\$

<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
3008	Cost of reflectorized paint markings of letters and numbers.	2,000	SF	\$	\$
3009	Cost of non-reflectorized paint markings of letters and numbers.	3,000	SF	\$	\$
3010	Removal of paint containing lead by eradication. Lead content was tested below the acceptable regulatory level of 5m/l limit.	10,000	SF	\$	\$
3011	Rout and clean joints and cracks on airfield pavement to a maximum of ½" wide.	1,000	LF	\$	\$
3012	Apply epoxy grout on routed joints and cracks on airfield pavements.	1,000	SF	\$	\$
3013	Clean and repair spalls damage on airfield pavements.	1,000	SF	\$	\$
3014	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with reflectorized paint and reflective media.	15,000	SF	\$	\$
3015	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with non-reflectorized paint.	10,000	SF	\$	\$
	TOTAL LINE ITEMS 3001 THRU 3015 FOR OPTION YEAR THREE			TOTAL	\$

OPTION YEAR FOUR					
<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
4001	Remove rubber deposits with approved chemical at a rate 55 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
4002	Remove rubber deposits with approved chemical at a rate 30 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
4003	Remove rubber deposits with approved chemical at a rate 20 gallons per 10,000 square feet in accordance with Section 02981 of the specifications.	10,000	SF	\$	\$
4004	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or orange or red TT-P-1952 paint and reflective media TT-B-1325, Type III, per Section 02761 of the specifications.	60,000	SF	\$	\$
4005	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with reflectorized white or yellow or red TT-P-1952 paint and reflective media TT-B-1325, Type I, per Section 02761 of the specifications.	40,000	SF	\$	\$
4006	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and/or stripings with non-reflectorized white or yellow or red TT-P-1952 paint per Section 02761 of the specifications.	5,000	SF	\$	\$
4007	Remove paint, prepare surface but not including rubber deposits removal, and repaint pavement marking and stripings with black TT-P-110 paint per Section 02761 of the specifications.	3,000	SF	\$	\$

<i>CLIN</i>	<i>Description</i>	<i>Estimated Qty</i>	<i>Unit Of Issue</i>	<i>Unit Price</i>	<i>Estimated Amount</i>
4008	Cost of reflectorized paint markings of letters and numbers.	2,000	SF	\$	\$
4009	Cost of non-reflectorized paint markings of letters and numbers.	3,000	SF	\$	\$
4010	Removal of paint containing lead by eradication. Lead content was tested below the acceptable regulatory level of 5m/l limit.	10,000	SF	\$	\$
4011	Rout and clean joints and cracks on airfield pavement to a maximum of 1/2" wide.	1,000	LF	\$	\$
4012	Apply epoxy grout on routed joints and cracks on airfield pavements.	1,000	SF	\$	\$
4013	Clean and repair spalls damage on airfield pavements.	1,000	SF	\$	\$
4014	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with reflectorized paint and reflective media.	15,000	SF	\$	\$
4015	Remove rubber and paint deposits by grinding, repair surface and repaint pavement markings or stripping with non-reflectorized paint.	10,000	SF	\$	\$
	TOTAL LINE ITEMS 4001 THRU 4015 FOR OPTION YEAR FOUR			TOTAL	\$

PRICING SUMMARY:				
BASIC YEAR: CLIN 0001 – 0015				\$
FIRST OPTION YEAR: CLIN 1001 – 1015				\$
SECOND OPTION YEAR: CLIN 2001 – 2015				\$
THIRD OPTION YEAR: CLIN 3001 – 3015				\$
FOURTH OPTION YEAR: CLIN 4001 – 4015				\$
TOTAL ESTIMATED AMOUNT BASIC YEAR AND ALL FOUR OPTION YEARS				\$

There is a guarantee minimum amount of \$28,000.00 for this contract.

B-1.

SMALL DISADVANTAGED BUSINESS UTILIZATION

In accordance with FAR 19.1202-4, offerors are required to express a total target for small disadvantaged business concern participation during performance of this contract (reference FAR 52.219-1 for a definition of a small disadvantaged business concern). The targets listed by the contractor will be evaluated as listed in provisions M-3 and M-4 of this solicitation. Contractors are informed that any targets listed will be incorporated into and become part of the resulting contract. The contractor will also be required to report SDB participation to the contracting office. Offerors must enter targets in the spaces provided; blanks will result in a negative rating for this evaluation factor.

TARGETS

	Dollar Amount	Percentage of Contract Value
SDB Participation as Prime Contractor	_____	_____
SDB Participation as Subcontractor	_____	_____
Total SDB Participation for this Contract (NOTE: dollar amount cannot exceed contract amount, and percentage total cannot exceed 100%)	_____	_____

B-2.

CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but not necessarily appear in consecutive order.
- (c) **Sections K, L, and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

PART I - THE SCHEDULE**SECTION C****DESCRIPTION/SPECS/WORK STATEMENT**

C-701.

SPECIFICATIONS AND DRAWINGS

Project specifications and drawings are set forth in Part III, Section J, List of Documents, Exhibits, and Other Attachments.

**PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

<u>NO.</u>	<u>FAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
E-18.	52.246-12	INSPECTION OF CONSTRUCTION (IAW FAR 46.312)	AUG 1996

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

<u>NO.</u>	<u>FAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
F-20.	52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (IAW FAR 11.504(b))	APR 1984
F-20A.	52.211-12	LIQUIDATED DAMAGES—CONSTRUCTION ALTERNATE I (IAW FAR 11.504(b))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

(a) the sum of **\$184.00** for each calendar day of inexcusable delay. Liquidated damages apply separately to each delivery order.

F-21.	52.211-13	TIME EXTENSIONS (IAW FAR 11.504(c))	APR 1984
-------	-----------	--	----------

F-700.	NOTICE TO PROCEED
--------	-------------------

The notice to proceed is contemplated to be issued within 30 calendar days after the receipt of the contractor's payment and performance bonds.

F-701	PERFORMANCE PERIOD
-------	--------------------

Mobilization and on-site performance will be negotiated for each individual delivery order.

F-702	CONTRACT MINIMUM AND MAXIMUM
-------	------------------------------

The minimum amount for the entire life of the contract (basic year plus all four option years) is \$28,000.00. The maximum amount for the entire life of the contract (basic year plus all four option years) is \$5,000,000.00.

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

<u>NO.</u>	<u>FAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
G-1.		ACCOUNTING AND APPROPRIATION DATA	
		(Will be provided upon award.)	
G-310.	5352.232-9000	REMITTANCE ADDRESS (IAW AFFARS 5332.908)	MAY 1996

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

**PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

**H-109. REQUIRED INSURANCE
(IAW FAR 28.306(b))**

Reference FAR clause entitled '**Insurance...**' the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

**H-305. 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE
DEPLETING SUBSTANCES (ODS) IN AIR FORCE
PROCUREMENTS MAY 1996
(IAW AFFARS 5323.890-7)**

- (a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.
- (b) Unless a specific waiver has been approved, Air Force procurements:
 - (1) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and
 - (2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;
- (c) For the purposes of Air Force policy, the following are Class I ODS:
 - (1) Halons: 1011, 1202, 1211, 1301, and 2402;
 - (2) Chlorofluorocarbons (CFCs): CFC-II, CFC-12, CFC-13, CFC-III, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
 - (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.
- (d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
------------------	------------------------	-----------------------

LIST ODS'S HERE; IF NONE, SO STATE

(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

H-310. 5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (IAW AFFARS 5342.490-1)	MAY 1996
----------------------	---	-----------------

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

H-700.	HAZARDOUS MATERIALS IDENTIFICATION
--------	---

At the pre-performance conference, the contractor is required to provide the Government with a listing of all hazardous materials to be utilized during performance of this contract.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

<u>NO.</u>	<u>FAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
	52.252-2	CLAUSES INCORPORATED BY REFERENCE (IAW FAR 52.107(b))	FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or <http://www.arnet.gov/far> (FAR only) or
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html> (DFARS only).

I-11.	52.202-1	DEFINITIONS (IAW FAR 2.201)	OCT 1995
I-12.	52.202-1	DEFINITIONS-ALTERNATE I (IAW FAR 2.201)	APR 1984
I-19.	52.203-3	GRATUITIES (IAW FAR 3.202)	APR 1984
I-20.	52.203-5	COVENANT AGAINST CONTINGENT FEES (IAW FAR 3.404(c))	APR 1984
I-21.	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (IAW FAR 3.503-2)	JUL 1995
I-22.	52.203-7	ANTI-KICKBACK PROCEDURES (IAW FAR 3.502-3)	JUL 1995
I-23.	52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.109-9(a))	JAN 1997
I-25.	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-9(b))	JAN 1997
I-25C.	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(b))	JUN 1997
I-39.	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.304)	JUN 1996
I-78.	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409(b))	JUL 1995
I-100.	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (IAW FAR 11.404(b))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

- (a) within **10** calendar days after "Date of order" indicated on the delivery order
- (c) not later than **as specified in each delivery order.**

Notes:

- (1) Mobilization and On-site performance will be negotiated for each individual delivery order.
- (2) At the contractor's request, the Government may allow the contractor to begin on-site construction prior to expiration of the mobilization and material procurement period as described in each delivery order. However, when on-site performance begins the balance of the mobilization and material procurement period is forfeited. At that point, the overall performance period will be shortened by the amount of the forfeited mobilization and material procurement period.

I-102.	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IAW FAR 11.604(b))	SEP 1990
I-128.	52.215-2	AUDIT AND RECORDS-NEGOTIATION (IAW FAR 15.209(b))	JUN 1999
I-133.	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (IAW FAR 15.408(c))	OCT 1997
I-135.	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (IAW FAR 15.408(e))	OCT 1997
I-156.	52.216-18	ORDERING (IAW FAR 16.506(a))	OCT 1995

For the purposes of this clause the blank(s) are completed as follows:

- (a) Such orders may be issued from contract award and issuance of Notice to Proceed through One year after contract award with option to extend yearly up to four years.

I-157.	52.216-19	ORDER LIMITATIONS (IAW FAR 16.506(b))	OCT 1995
--------	------------------	---	----------

For the purposes of this clause the blank(s) are completed as follows:

- (a) \$2,000.00
- (b)(1) \$365,000.00
- (b)(2) \$365,000.00
- (b)(3) 5 calendar days
- (d) 5 calendar days

I-160.	52.216-22	INDEFINITE QUANTITY (IAW FAR 16.506(e))	OCT 1995
--------	------------------	---	----------

For the purposes of this clause the blank(s) are completed as follows:

- (d) Contractor shall not be required to make any deliveries under this contract after completion dates Indicated on delivery orders IAW I-156, entitled "Ordering".

I-171. **52.217-9** **OPTION TO EXTEND THE TERM OF THE CONTRACT NOV 1999**
(IAW FAR 17.208(g))

For the purposes of this clause the blank(s) are completed as follows:

(a) 15 calendar days

(c) 5 years

I-173. **52.219-4** **NOTICE OF PRICE EVALUATION ADJUSTMENT** JAN 1999
FOR HUBZONE SMALL BUSINESS CONCERNS
(IAW FAR 19.1308(b))

(b) Waiver of Evaluation Preference.

_____ Offeror elects to waive the evaluation preference.

I-176.	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
		(IAW FAR 19.708(a))	
I-179.	52.219-9	SMALL BUSINESS, SMALL DISADVANTAGED AND	JAN 1999
		WOMEN-OWNED SMALL BUSINESS	
		SUBCONTRACTING PLAN-ALTERNATE II	
		(IAW FAR 19.708(b)(1))	
I-192.	52.219-25	SMALL DISADVANTAGED BUSINESS	OCT 1999
		PARTICIPATION PROGRAM—DISADVANTAGED	
		STATUS AND REPORTING	
		(IAW FAR 19.1204(b))	
I-196.	52.222-3	CONVICT LABOR	AUG 1996
		(IAW FAR 22.202)	
I-248.	52.222-4	CONTRACT WORK HOURS AND SAFETY	JUL 1995
		STANDARDS ACT—OVERTIME COMPENSATION	
		(IAW FAR 22.305)	
I-256.	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
		(IAW 22.810(a)(1))	
I-264.	52.222-26	EQUAL OPPORTUNITY	FEB 1999
		(IAW FAR 22.810(e))	
I-266.	52.222-27	AFFIRMATIVE ACTION COMPLIANCE	FEB 1999
		REQUIREMENTS FOR CONSTRUCTION	
		(IAW FAR 22.810(f))	
I-274.	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS	APR 1998
		AND VETERANS OF THE VIETNAM ERA	
		(IAW FAR 22.1308(a)(1) and DFARS 22.1308(a)(1))	
I-276.	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	JUN 1998
		DISABILITIES	
		(IAW FAR 22.1408(a))	
I-278.	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS	JAN 1999
		AND VETERANS OF THE VIETNAM ERA	
		(IAW FAR 22.1308(b))	

I-293. 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (IAW FAR 23.303(a))	JAN 1997
-----------------	--	----------

For the purposes of this clause the blank(s) are completed as follows:

(b) Material	Identification No. (If none, insert None)	
I-295. 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (IAW FAR 23.1005)	APR 1998
I-296. 52.223-6	DRUG-FREE WORKPLACE (IAW FAR 23.505(b))	JAN 1997
I-299. 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (IAW FAR 23.907(b))	OCT 1996
I-308. 52.225-9	BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (IAW FAR 25.1102(a))	FEB 2000

(a) Definitions. As used in this clause-

"Components" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Marianas Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material may to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit Of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i> Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i> Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.			
Include other applicable supporting information.			
* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).			

I-312.	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
		(IAW FAR 25.1103(a))	
I-318.	52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
		(IAW FAR 27.201-2(a))	
I-320.	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS	AUG 1996
		(IAW FAR 27.202-2)	
I-321.	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	APR 1984
		(IAW FAR 27.203-5)	
I-333.	52.228-1	BID GUARANTEE	SEP 1996
		(IAW FAR 28.101-2)	

For the purposes of this clause the blank(s) are completed as follows:

(c) **20 percent of the minimum guaranteed amount**

I-334.	52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
		(IAW FAR 28.106-4(a))	
I-337.	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
		(IAW FAR 28.310)	

I-345.	52.228-11	PLEDGES OF ASSETS (IAW FAR 28.203-6)	FEB 1992
I-346.	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUEST FOR BONDS (IAW FAR 28.106-4(b))	OCT 1995
I-347.	52.228-14	IRREVOCABLE LETTER OF CREDIT (IAW FAR 28.204-4)	DEC 1999
I-348.	52.228-15	PERFORMANCE AND PAYMENT BONDS— CONSTRUCTION (IAW FAR 28.102-3(a))	SEP 1996

Note: Individual bonds must be submitted for each delivery order issued. For performance bonds; 100% of delivery order price. For payment bonds; 50% of delivery order price if not more than \$1 million, 40% of delivery order price if more than \$1 million but not more than \$5 million, and \$2.5 million of delivery order price if more than \$5 million.

(b)(1) (i) The penal amount of performance bonds shall be 100% of the original contract price.

(b)(2) The penal amount for payment bonds shall equal –

- (i) 50 percent of the contract price if the contract price is not more than \$1 million;
- (ii) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) \$2.5 million if the contract price is more than \$5 million.

I-352.	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
I-353.	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (IAW FAR 29.401-5)	APR 1984
I-387.	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (IAW FAR 32.111(a)(5))	MAY 1997
I-403.	52.232-17	INTEREST (IAW FAR 32.617(a) and (b))	JUN 1996
I-409.	52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986
I-410.	52.232-23	ASSIGNMENT OF CLAIMS-ALTERNATE I (IAW FAR 32.806(a)(1))	APR 1984
I-415.	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (IAW FAR 32.908(b))	JUN 1997
I-416.	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (IAW FAR 32.1110(a)(1))	MAY 1999
I-417.	52.233-1	DISPUTES (IAW FAR 33.215)	DEC 1998
I-419.	52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	AUG 1996
I-444.	52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (IAW FAR 36.501(b))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

75 percent

I-445.	52.236-2	DIFFERING SITE CONDITIONS (IAW FAR 36.502)	APR 1984
I-446.	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (IAW FAR 36.503)	APR 1984
I-447.	52.236-4	PHYSICAL DATA (IAW FAR 36.504)	APR 1984

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(b) Weather Conditions: Guam Precipitation Report – See Section J.

I-448.	52.236-5	MATERIAL AND WORKMANSHIP (IAW FAR 36.505)	APR 1984
I-449.	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (IAW FAR 36.506)	APR 1984
I-450.	52.236-7	PERMITS AND RESPONSIBILITIES (IAW FAR 36.507)	NOV 1991
I-451.	52.236-8	OTHER CONTRACTS (IAW FAR 36.508)	APR 1984
I-452.	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (IAW FAR 36.509)	APR 1984
I-453.	52.236-10	OPERATIONS AND STORAGE AREAS (IAW FAR 36.510)	APR 1984
I-454.	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (IAW FAR 36.511)	APR 1984
I-455.	52.236-12	CLEANING UP (IAW FAR 36.512)	APR 1984
I-456.	52.236-13	ACCIDENT PREVENTION (IAW FAR 36.513(a))	NOV 1991
I-457.	52.236-13	ACCIDENT PREVENTION-ALTERNATE I (IAW FAR 36.513(a))	NOV 1991
I-458.	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (IAW FAR 36.514)	APR 1984
I-459.	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (IAW FAR 36.515)	APR 1984
I-462.	52.236-17	LAYOUT OF WORK (IAW FAR 36.517)	APR 1984
I-466.	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (IAW FAR 36.521)	FEB 1997
I-467.	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION-ALTERNATE I (IAW FAR 36.521(a))	APR 1984
I-469.	52.236-26	PRECONSTRUCTION CONFERENCE (IAW FAR 36.522)	FEB 1995
I-470.	52.242-13	BANKRUPTCY (IAW FAR 42.903)	JUL 1995

I-542.	52.242-14	SUSPENSION OF WORK (IAW FAR 42.1305(a))	APR 1984
I-559.	52.243-4	CHANGES (IAW FAR 43.205(d))	AUG 1987
I-624.	52.246-21	WARRANTY OF CONSTRUCTION (IAW FAR 46.710(e)(1))	MAR 1994
I-676.	52.248-3	VALUE ENGINEERING--CONSTRUCTION (IAW FAR 48.202)	MAR 1989
I-684.	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (IAW FAR 49.502(b)(1)(i))	SEP 1996
I-685.	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)-ALTERNATE I (IAW FAR 49.502(b)(1)(ii))	SEP 1996
I-702.	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (IAW FAR 49.504(c)(1))	APR 1984
I-733.	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (IAW FAR 52.107(f))	APR 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-750.	52.253-1	COMPUTER GENERATED FORMS (IAW FAR 53.111)	JAN 1991
IA-22.	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (IAW DFARS 203.570-5)	MAR 1999
IA-33.	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (IAW DFARS 204.404-70(b))	APR 1992
IA-38.	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (IAW DFARS 204.7304)	MAR 1998
IA-40.	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (IAW DFARS 205.470-2)	DEC 1991
IA-90.	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (IAW DFARS 209.103-70)	NOV 1995
IA-98.	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.409)	MAR 1998
IA-152.	252.215-7000	PRICING ADJUSTMENTS (IAW DFARS 215.408(1))	DEC 1991

IA-239. 252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (IAW DFARS 222.7004)	MAR 2000
----------------------	--	----------

For the purposes of this clause the blank(s) are completed as follows:

(a) **Guam**

IA-242. 252.222-7005	PROHIBITION ON USE OF NONIMMIGRANT ALIENS – GUAM (IAW DFARS 222.7303)	SEP 1999
IA-248. 252.223-7001	HAZARD WARNING LABELS (IAW DFARS 223.303)	DEC 1991

For the purposes of this clause the blank(s) are completed as follows:

(c)	MATERIAL (IF NONE, INSERT "NONE.")	ACT
-----	------------------------------------	-----

IA-250. 252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (IAW DFARS 223.7103)	APR 1993
IA-293. 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (IAW DFARS 225.7002-4(a))	MAY 1999
IA-312. 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (IAW DFARS 225.770-5)	JUN 1992
IA-350. 252.227-7033	RIGHTS IN SHOP DRAWINGS (IAW DFARS 227.7107-1(c))	APR 1966
IA-399. 252.231-7000	SUPPLEMENTAL COST PRINCIPLES (IAW DFARS 231.100-70)	DEC 1991
IA-462. 252.236-7000	MODIFICATION PROPOSALS - PRICE BREAKDOWN (IAW DFARS 236.570(a)(1))	DEC 1991
IA-463. 252.236-7001	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (IAW DFARS 236.570(a)(2))	DEC 1991

For the purposes of this clause the blank(s) are completed as follows:

(a)(1) **1 Set** (by diskette or CD)

(e) Specifications are identified in **Section J**

IA-467. 252.236-7005	AIRFIELD SAFETY PRECAUTIONS (IAW DFARS 236.570(b)(3))	DEC 1991
IA-632. 252.242-7000	POSTAWARD CONFERENCE (IAW DFARS 242.570)	DEC 1991
IA-648. 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (IAW DFARS 243.205-71)	DEC 1991
IA-649. 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (IAW DFARS 243.205-72)	MAR 1998
IA-745. 252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(b))	MAR 2000

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J

LIST OF ATTACHMENTS

- J-1 Specifications – Dated 9 March 2000 (85 Pages)
Including Typical Drawings Listed as an Appendix
(Drawings/Appendix - 23 Pages)
- J-2 Schedule of Material Submittal (2 Pages)
- J-3 Past Performance/Experience Questionnaire (8 Pages)
- J-4 Central Contractor Registration Form (4 Pages)
- J-5 Guam Precipitation Report (1 Page)

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS AND INSTRUCTIONS

<u>NO.</u>	<u>FAR CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
K-1.	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (IAW FAR 3.103-1)	APR 1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-4.	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(a))	APR 1991
------	-----------	---	----------

K-10. 52.204-3

TAXPAYER IDENTIFICATION
(IAW FAR 4.905)

OCT 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors are required to submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ **TIN:** _____
- ☐ **TIN has been applied for.**
- ☐ **TIN is not required because:**
- ☐ **Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;**
- ☐ **Offeror is an agency or instrumentality of a foreign government;**
- ☐ **Offeror is an agency or instrumentality of the Federal Government.**

(e) Type of Organization.

- ☐ **Sole proprietorship;**
- ☐ **Partnership;**
- ☐ **Corporate entity (not tax-exempt);**
- ☐ **Corporate entity (tax-exempt);**
- ☐ **Government entity (Federal, state, or local);**
- ☐ **Foreign government;**
- ☐ **International organization per 26 CFR 1.6049-4;**
- ☐ **Other** _____.

(f) Common Parent.

- ☐ **Offeror is not owned or controlled by common parent as defined in paragraph (a) of this provision.**
- ☐ **Name and TIN of common parent:**
Name _____
TIN _____

K-11. 52.204-5

**WOMEN-OWNED BUSINESS (OTHER THAN
SMALL BUSINESS)
(IAW FAR 4.603(b))**

MAY 1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *(Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.)* The offeror represents that it { } is a women-owned business concern.

K-17. 52.209-5

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS
(IAW FAR 9.409(a))**

MAR 1996

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) **Are () are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have () have not ()**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) **Are () are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror **has () has not ()**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer **may terminate** the contract resulting from this solicitation for default.

K-40. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS
(IAW FAR 19.307(a)(1))

MAY 1999

- (a) (1) The standard industrial classification (SIC) code for this acquisition is **1611.**
(2) The small business size standard is **\$17 Million.**
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
(1) The offeror represents as part of its offer that it { } is, { } is not a small business concern.
(2) ***(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*** The offeror represents, for general statistical purposes, that it { } is, { } is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) ***(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*** The offeror represents as part of its offer that it { } is, { } is not a women-owned small business concern.
- (c) Definitions.
"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.
"Women-owned small business concern," as used in this provision, means a small business concern—
(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions

on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-40A. 52.219-1

**SMALL BUSINESS PROGRAM REPRESENTATIONS - NOV 1999
ALTERNATE I
(IAW FAR 19.307(a)(2))**

(b)(4) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of the provision at 52.219-1.)* The offeror represents, as part of its offer, that --

- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.)* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K-40B. 52.219-1

**SMALL BUSINESS PROGRAM REPRESENTATIONS - NOV 1999
ALTERNATE II
(IAW FAR 19.307(a)(3))**

(b)(5) *(Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)*

The offeror shall check the category in which its ownership falls:

- Black American.**
- Hispanic American.**
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).**
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).**
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).**
- Individual/concern, other than one of the proceeding.**

K-45. 52.219-19

**SMALL BUSINESS CONCERN REPRESENTATION
FOR THE SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM**
(IAW FAR 19.1007(a))

JAN 1997

(a) Definition.

Emerging small business as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) *(Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)*

The Offeror _____ is, _____ is not an emerging small business.

(c) *Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)*

Offeror's number of employees for the past twelve (12) months *(check this column if size standard stated in solicitation is expressed in terms of number of employees)* or Offeror's average annual gross revenue for the last 3 fiscal years *(check this column if size standard stated in solicitation is expressed in terms of annual receipts)*. *(Check one of the following.)*

No. of Employees
____ 50 or fewer
____ 51 - 100
____ 101 - 250
____ 251 - 500
____ 501 - 750
____ 751 - 1,000
____ Over 1,000

Average Annual Gross Revenues
____ \$1 million or less
____ \$1,000,001 - \$2 million
____ \$2,000,001 - \$3.5 million
____ \$3,500,001 - \$5 million
____ \$5,000,001 - \$10 million
____ \$10,000,001 - \$17 million
____ Over \$17 million

K-54. 52.219-21

**SMALL BUSINESS SIZE REPRESENTATION FOR
TARGETED INDUSTRY CATEGORIES UNDER THE
SMALL BUSINESS COMPETITIVENESS DEMONSTRATION
PROGRAM**
(IAW FAR 19.1007(c))

MAY 1999

(Complete only if the Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past twelve (12) months *(check this column if size standard stated in solicitation is expressed in terms of number of employees)* or Offeror's average annual gross revenue for the last 3 fiscal years *(check this column if size standard stated in solicitation is expressed in terms of annual receipts)*. *(Check one of the following.)*

No. of Employees
____ 50 or fewer
____ 51 - 100
____ 101 - 250
____ 251 - 500
____ 501 - 750
____ 751 - 1,000
____ Over 1,000

Average Annual Gross Revenues
____ \$1 million or less
____ \$1,000,001 - \$2 million
____ \$2,000,001 - \$3.5 million
____ \$3,500,001 - \$5 million
____ \$5,000,001 - \$10 million
____ \$10,000,001 - \$17 million
____ Over \$17 million

K-85. 52.222-22

**PREVIOUS CONTRACTS AND COMPLIANCE
REPORTS**

FEB 1999

(IAW FAR 22.810(a)(2))

The offeror represents that-

- (a) It () **has**, () **has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () **has**, () **has not**, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-99. 52.223-13

**CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING**

OCT 1996

(IAW FAR 23.907(a))

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or --
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least **one of the** following reasons: *(check each block that is applicable.)* --

{ } (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

{ } (ii) The facility does have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

{ } (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

{ } (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in 19.102 of the Federal Acquisition Regulation; or

{ } (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-100. 52.236-28

PREPARATION OF PROPOSALS-CONSTRUCTION
(IAW FAR 36.520)

OCT 1997

K-101. 252.209-7001

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE MAR 1998
GOVERNMENT OF A TERRORIST COUNTRY**
(IAW DFARS 209.104-70(a))

(a) Definitions.

As used in this provision-

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means -
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

K-103. 252.209-7003

**COMPLIANCE WITH VETERANS' EMPLOYMENT MAR 1998
REPORTING REQUIREMENTS**
(IAW DFARS 209.104-70(c))

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Vietnam Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).